

EXHIBIT A
(Maier Proof of Claim)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Fill in this information to identify the case:

Debtor 1 Pacific Gas and Electric Company
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court Northern District of California
Case number: 19-30089

FILED
U.S. Bankruptcy Court
Northern District of California
3/29/2019
Edward J. Emmons, Clerk

**Official Form 410
Proof of Claim****04/16**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents**; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Charles Maier</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Charles Maier</u> Name <u>Aaron J. Mohamed, Esq.</u> <u>Brereton Law Office, APC</u> <u>1362 Pacific Ave., Suite 221</u> <u>Santa Cruz, CA 95060</u> Contact phone <u>(831) 429-6391</u> Contact email <u>ajm@brereton.law</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

page 1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____</div>
7. How much is the claim?	<div><div>\$ 100000.00</div><div>Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
8. What is the basis of the claim?	<div>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Conversion of property. Creditor holds easement over Debtor's property. Debtor has fenced and excluded Creditor.</div>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <div>Basis for perfection: _____</div> <div>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div><div>Value of property:</div><div>\$ _____</div><div>Amount of the claim that is secured:</div><div>\$ _____</div><div>Amount of the claim that is unsecured:</div><div>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</div><div>Amount necessary to cure any default as of the date of the petition:</div><div>\$ _____</div><div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u> </u>) that applies	\$ _____
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☒ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 3/29/2019
MM / DD / YYYY

/s/ Aaron J. Mohamed

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Aaron J. Mohamed</u>		
	First name	Middle name	Last name
Title	<u>Attorney for Creditor</u>		
Company	<u>Brereton Law Office, APC</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	<u>1362 Pacific Ave., Suite 221</u>		
	Number Street		
	<u>Santa Cruz, CA 95060</u>		
	City	State	ZIP Code
Contact phone	<u>(831) 429-6391</u>		Email <u>ajm@brereton.law</u>

BRAD C. BRERETON (SBN 111266)
AARON J. MOHAMED (SBN 245915)
BRERETON LAW OFFICE
1362 Pacific Avenue, Suite 220
Santa Cruz, CA 95060
Tel: (831) 429-6391
Fax: (831) 459-8298
ajm@brereton.law

Attorney for Plaintiff
CHARLES MAIER

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CRUZ
UNLIMITED JURISDICTION

CHARLES MAIER, an individual,
Plaintiff.

v.

PACIFIC GAS AND ELECTRIC
COMPANY, a California Corporation, and
DOES 1-50,
Defendants.

CASE NO.18CV01718

**COMPLAINT FOR PRIVATE
NUISANCE, INJUNCTION &
DECLARATORY RELIEF**

Plaintiff alleges as follows:

IDENTITY AND CAPACITY OF PARTIES

1. Plaintiff Charles Maier is, and at all times herein concerned has been, an individual residing in the County of Santa Cruz.
2. Defendant Pacific Gas and Electric Company ("PG&E") is, and at all times herein concerned has been, a California Corporation, doing business in the County of Santa Cruz.
3. The true names and capacities, whether individual, corporate or otherwise, of Defendants Does 1 through 50, are unknown to Plaintiff at this time. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated as a Doe is responsible in some manner for the events and

1 happenings herein referred to, and caused injury and damage proximately thereby to
2 plaintiffs as herein alleged.

3 4. At all times mentioned herein, each of the defendants, including the
4 defendants served as DOE herein, was the agent and/or employee of each of the
5 remaining defendants and in doing the things herein mentioned was acting within the
6 scope of such agency and/or employment.

7 FACTUAL SUMMARY

8 5. Plaintiff is the current holder of record title to that parcel of real property
9 located within the County of Santa Cruz with Assessor's Parcel Number 026-022-10,
10 and more commonly known as 2521 Seventh Ave., Santa Cruz, California, 95062 (the
11 "Maier Property"). Plaintiff purchased the Maier Property in or around 2004.

12 6. Defendant is the current holder of record title to that parcel of real
13 property within the County of Santa Cruz located on Bostwick Lane, Santa Cruz, CA
14 95062 with Assessor's Parcel Number 026-022-05 (the "PG&E Property").

15 7. The westerly portion of the PG&E Property has been fenced off for an
16 unknown amount of time, and contains electrical equipment and other fixtures. Plaintiff
17 is informed and believes that PG&E has used said electrical fixtures in furtherance of its
18 business of providing utility services to the public. Plaintiff is informed and believes that
19 said portion of the PG&E Property is used as an electrical substation, known as the
20 "Arana Substation."

21 8. This action concerns a claim of prescriptive easement over an easterly
22 portion of the PG&E Property (the "Easement Area"). The Easement Area borders with
23 Bostwick Lane to the south, and with the back yard of the Maier Property to the
24 northeast (see **Exhibit A**, parcel map and ariel view Google Map of the Properties).
25 The Easement Area is outside of the fenced in area comprising the Arana Substation.

26 9. Until recently, the Easement Area was unfenced and could be accessed
27 via Bostwick Lane, and provided access to the back yard of the Maier Property. Plaintiff
28 regularly used the Easement Area for a variety of purposes, including but not limited to

1 ingress and egress to his property, in an open and hostile manner, under claim of right,
2 for over five years prior to the commencement of this action.

3 10. In or around May 2018, Defendant erected fencing around the Easement
4 Area, thereby impeding Plaintiff's access and interfering with Plaintiff's rights in the
5 Easement Area.

6 **FIRST CAUSE OF ACTION**
7 **Declaratory Relief**

8 11. Plaintiff hereby realleges and incorporates herein by reference each and
9 every prior allegation of this complaint.

10 12. An actual controversy has arisen and now exists between Plaintiff and
11 Defendant, and each of them, concerning their respective rights and duties in regards
12 to their respective interests in the Properties and specifically, in the Easement Area.
13 Plaintiff contends that he is entitled to use and enjoyment of the Easement Area.
14 Defendant disputes this claim.

15 13. Plaintiff desires a judicial determination of his rights in the Easement
16 Area and the PG&E Property. Plaintiff also desires a judicial determination that the
17 action taken by Defendant, in fencing off the Easement Area and preventing Plaintiff's
18 access, constitutes a wrongful act, in violation of Plaintiff's rights.

19 14. A judicial declaration is necessary and appropriate at this time under the
20 circumstances in order that Plaintiff may ascertain his rights.

21 **SECOND CAUSE OF ACTION**
22 **Injunctive Relief**

23 15. Plaintiff hereby realleges and incorporates herein by reference each and
24 every prior allegation of this complaint.

25 16. As set forth above, Defendant's fencing infringes upon and interferes with
26 Plaintiff's rights in the PG&E Property, and more specifically, in the Easement Area.

27 17. Plaintiff has been and will continue to be irreparably harmed, damaged
28 and injured if Defendant is allowed to continue to violate Plaintiff's rights, as set forth
above.

1 18. Plaintiff has no adequate remedy at law since monetary damages cannot
2 fully or adequately compensate for the permanent and ongoing interference with
3 Plaintiff's rights, as set forth above.

4 19. Plaintiff requests that this court issue a preliminary and permanent
5 injunction ordering Defendant to remove all fencing which prevents Plaintiff's access to
6 the Easement Area, and enjoining Defendant from all further acts and omissions which
7 operate to infringe upon, interfere in, wrongfully benefit from, or otherwise adversely
8 affect Plaintiff's rights. Plaintiff requests such other and further relief necessary and
9 proper for the purposes of protecting Plaintiff's easement and other rights as alleged
10 herein.

11 **THIRD CAUSE OF ACTION**
12 **Private Nuisance**

13 20. Plaintiff hereby realleges and incorporates herein by reference each and
14 every prior allegation of this complaint.

15 21. In doing the above mentioned acts, Defendant has caused a condition to
16 exist that is an obstruction to the free use of Plaintiff's property and interferes with
17 Plaintiff's comfortable enjoyment of the same.

18 22. Plaintiff did not consent to Defendant's erection of the fencing, as set forth
19 above, and has been harmed by Defendant's erection of the fencing. A reasonable
20 person would be similarly annoyed or disturbed by Defendant's conduct.

21 23. The harm to Plaintiff outweighs any alleged public benefit of Defendant's
22 conduct.

23 24. In doing the aforementioned acts, Defendants and each of them
24 knowingly, intentionally, and wilfully engaged in the foregoing conduct which they knew
25 was substantially certain to wrongfully harm Plaintiff, and Defendants knowingly, wilfully,
26 and intentionally exposed Plaintiff to unjust hardship through such conduct, all of which
27 amounts to "oppression" within the meaning of Civil Code Section 3294. In engaging in
28 the aforementioned conduct, Defendants consciously disregarded the rights of Plaintiff,
all of which amounts to "malice" within Civil Code Section 3294. All of the

aforementioned conduct of Defendants amounts to "despicable conduct" within the meaning of Civil Code Section 3294. By reason of the foregoing, Plaintiff should be awarded punitive damages against the Defendants and each of them.

RELIEF SOUGHT

WHEREFORE, Plaintiff seeks judgment against Defendant as follows:

1. For a declaration establishing Plaintiff's rights in the PG&E Property and specifically, in the Easement Area; and,
2. For a preliminary and permanent injunction ordering Defendant to remove all fencing which prevents Plaintiff's access to the Easement Area, and enjoining Defendant from all further acts and omissions which operate to infringe upon, interfere in, wrongfully benefit from, or otherwise adversely affect Plaintiff's rights; and,
3. For damages according to proof, including attorneys' fees to the extent available under applicable law; and,
4. For costs of suit; and,
5. For an award of punitive damages; and,
6. For such other and further relief as the court may deem just and proper.


Respectfully submitted,

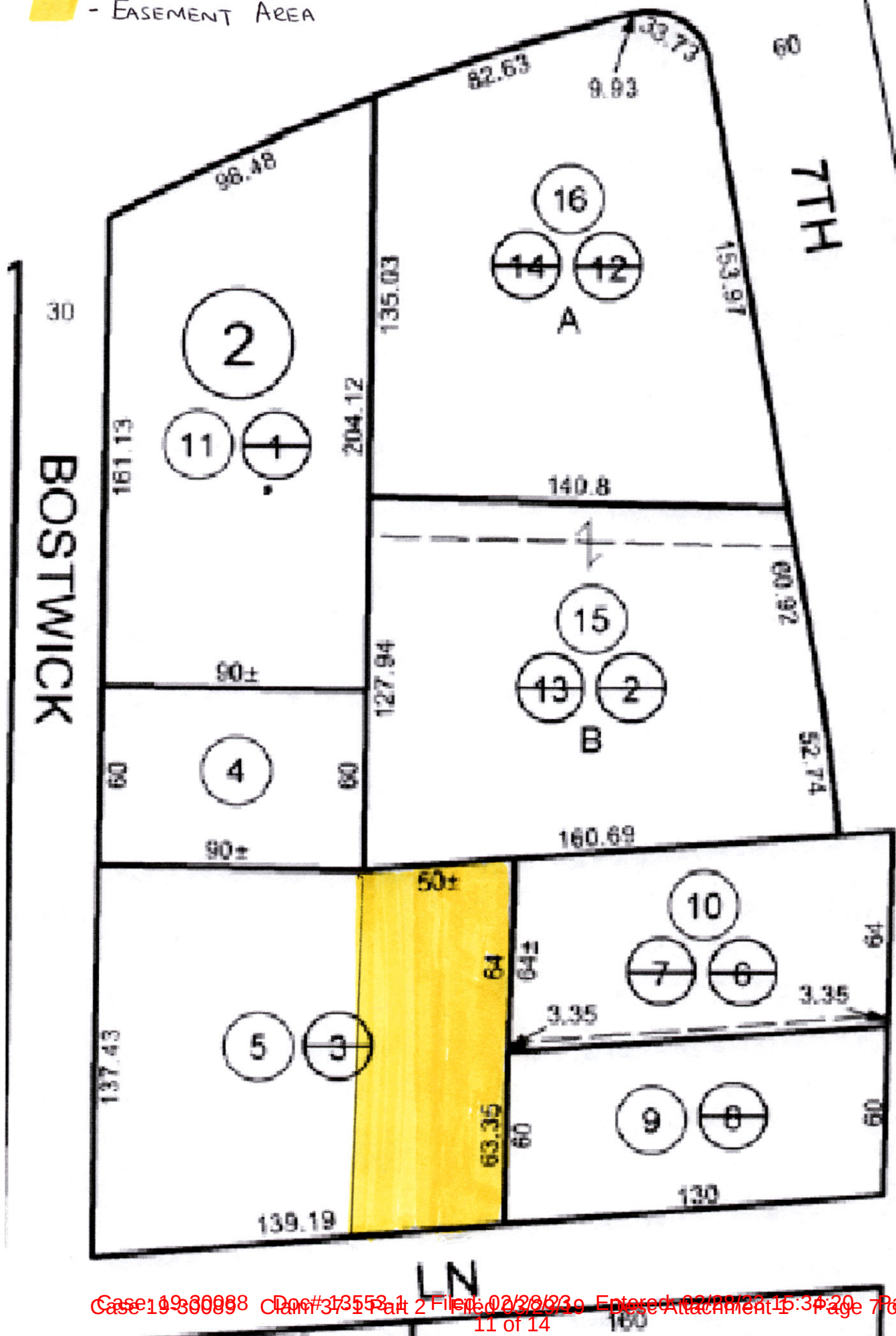
Date: June 11, 2018



AARON J. MOHAMED
Attorney for Plaintiff
CHARLES MAIER

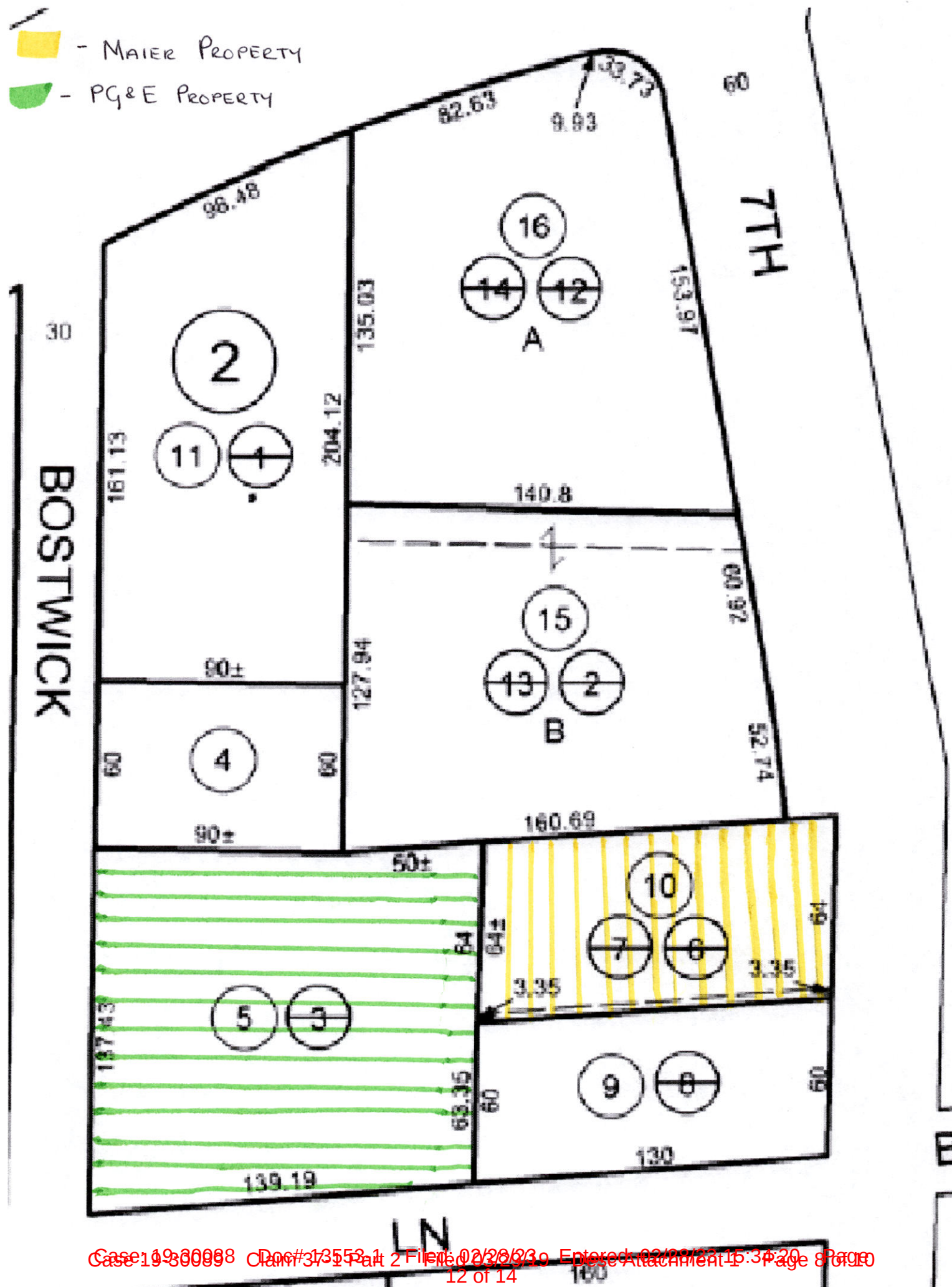
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

 - EASEMENT AREA



-  - MAIER PROPERTY
-  - PG&E PROPERTY





Imagery ©2018 Google, Map data ©2018 Google 20 ft


 - EASEMENT AREA



Image capture: Feb 2014 © 2018 Google

Santa Cruz, California



Street View - Feb 2014

